

the time of trial.

5. Denied. Answering defendant incorporates herein by reference paragraphs 1 through 4 hereof with the same force and effect as if set forth here at length.

6. Denied. It is admitted only that answering defendant organized a fund raising walk event that took place at Lehigh Parkway, Allentown, Pennsylvania on April 16, 2011. The allegations concerning responsibility, maintenance, and preparation are denied and strict proof thereof is demanded at trial.

7-9. Denied. The allegations concerning the agency and employment of an unidentified individual are denied. After reasonable investigation, answering defendant is without sufficient knowledge or information to form a belief regarding the truth of the remaining allegations of these paragraphs of the amended complaint and, accordingly, said allegations are denied and strict proof thereof is demanded at the time of trial.

10. Denied. The allegations concerning a contractual relationship, assumption of liability and occupation are denied.

11. Denied. This paragraph of the amended complaint is a statement of law to which no answer is required. By way of further answer, the allegations concerning occupation, maintenance and use are denied and strict proof thereof is demanded at the time of trial.

12-18. Denied. The allegations concerning duty of care, negligence, direct and proximate causation, possession, occupation and knowledge of a dangerous condition are denied. After reasonable investigation, answering defendant is without sufficient knowledge or information to form a belief regarding the truth of the remaining allegations of these paragraphs of the amended complaint and, accordingly, said allegations are denied and strict proof thereof is demanded at the

time of trial.

19. Denied. Answering defendant incorporates herein by reference paragraphs 1 through 18 hereof with the same force and effect as if set forth here at length.

20-21. Denied. The allegations of negligence and causation set forth in these paragraphs of the amended complaint are denied. After reasonable investigation, answering defendant is without sufficient knowledge or information to form a belief regarding the truth of the remaining allegations of these paragraphs of the amended complaint and, accordingly, said allegations are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, answering defendant demands that plaintiff's amended complaint against it be dismissed.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole in or in part by the applicable provisions of the Pennsylvania Recreational Use of Land and Waters Act. 68 Pa.C.S. § 477-1 *et seq.* (2012).

SECOND AFFIRMATIVE DEFENSE

At all times relevant hereto, Lehigh Parkway was land held open to the public for recreational use for no fee.

THIRD AFFIRMATIVE DEFENSE

At all times relevant hereto, defendant Autism Speaks, Inc. did not maintain, manage, possess, operate, and/or supervise in whole or in part, the area of Lehigh Parkway where plaintiff claims she fell.

FOURTH AFFIRMATIVE DEFENSE

Answering defendant had neither actual nor constructive knowledge of any defective, unsafe,

or dangerous conditions of the area where plaintiff claims she fell.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by plaintiff's waiver of "any and all rights, claims, liabilities, and causes of action whatsoever I or my child may have against Autism Speaks, Inc. its affiliates and the event operators and sponsors and each of their respective officers, directors, employees and agents (the "Event Parties") relating to or arising from my or my child's participation in the Event, including but not limited to personal injury." See Autism Speaks, Inc. Waiver, attached hereto as Exhibit "A", which plaintiff, Paulette Billie, knowingly and willingly agreed to when she registered online for the Autism Speaks April 16, 2011 walk, and checked the box indicating that she "read and agree to the Participant Waiver."

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by any applicable statutory immunity under Pennsylvania law.

SEVENTH AFFIRMATIVE DEFENSE

Any damages and/or losses sustained by plaintiff were caused by an unforeseen naturally occurring condition on the land.

EIGHTH AFFIRMATIVE DEFENSE

Answering defendant believes, and therefore avers, that any negligent act or omission on the part of answering defendants was not the proximate cause of plaintiff's alleged injuries.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred and/or limited by the Pennsylvania Comparative Negligence Act.

TENTH AFFIRMATIVE DEFENSE

If the incident averred in plaintiff's complaint occurred as alleged, then plaintiff and/or other individuals were negligent and their negligence was an intervening and/or superseding cause of the injuries and/or damages alleged, any negligence on the part answering defendant being specifically denied.

WHEREFORE, answering defendant demands that plaintiff's amended complaint against it be dismissed.

BENNETT, BRICKLIN & SALTZBURG LLC

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Attorney for Defendant,

Autism Speaks, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**PAULETTE BILLIE and
RONALD BILLIE, h/w**

v.

AUTISM SPEAKS, INC.

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CIVIL ACTION

NO. 12-cv-02261

The undersigned certifies that this document has been filed electronically and is available for viewing and downloading from the ECF System. Service is thereby made on:

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Attorney for Defendant,

Autism Speaks, Inc.

DATE: 5/23/12

Exhibit “A”

ion > 2011 Walk Now for Autism Speaks: Lehl... > Bookkeeping > Manage Initiative Records > Edit Participant

Participant's Name: Paulette Billie

Manage Initiative Records				
General Information	Edit Registration Information	Edit Event Information	Apply/Edit Credits & Debits	Delete Record from Initiative
Move Participant to Another Event				
This participant is a Team Captain of a team with other team members. To move this participant, you must first make another participant the Team Captain.				
Edit Event Fields				
Participant waiver: <input checked="" type="checkbox"/> I have read and agree to the Participant Waiver.				
<div>Save Cancel</div>				

2010 WNFA - Participant Waiver - Windows Internet Explorer

https://www.kintera.org/htmlcontent.asp?id=92416

2012 Walk Now for Autism... 2010 WNFA - Participa... X Check out my stuff on Pm... Kintera Sphere

In consideration for the opportunity to participate in the Walk Now for Autism Speaks (the "Event"), I agree as follows for myself, and for my child(ren) who participate and/or attend with me:

1. I hereby waive and release, for myself, my child, my heirs, executors and administrators, any and all rights, claims, liabilities and causes of action whatsoever I or my child may have against Autism Speaks Inc., its affiliates and the event operators and sponsors and each of their respective officers, directors, employees and agents (the "Event Parties") relating to or arising from my or my child's participation in the Event, including but not limited to personal injury.
2. I recognize the event has inherent risk of injury and I hereby assume that risk, on behalf of me and my child. If I or my child causes injury to any person or damage to any property while participating in the Event, I hereby indemnify and hold harmless the event parties from and against any and all claims, suits, actions, losses, damages and expenses related to or arising from such injury or damage.
3. I hereby give my consent to Autism Speaks Inc. and its affiliates to use my and my child's name and photographs, video and film ("Photos") of me and/or my child taken before, during or after the event in advertising and promotional materials for Autism Speaks, including but not limited to the Internet, without compensation. I agree that no advertising or other material need be submitted to me or my child for approval. I agree that all photos of me and/or my child used by Autism Speaks Inc. and its affiliates are owned by Autism Speaks Inc. and they may copyright material containing same. I hereby release, discharge, and agree to save harmless the Event Parties from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of my or my child's name and/or photos, including, any alteration of such photos, whether intentional or otherwise.

I have read and understand this release, and declare all information is truthful and accurate.

Done

Internet | Protected Mode: Off

12:14 PM
5/16/2012

Waiver